

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Billing Concepts, Inc.		12/19/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1 Pierrepont Plaza		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2405213	BC WEBTRACK	
Registration Number:	2219311	BIC	
Registration Number:	2226521	BIC	
Registration Number:	2213269	BIC	
Registration Number:	2321437	BILLING CONCEPTS	
Registration Number:	2221736	BILLING CONCEPTS	
Registration Number:	2222916	BILLING CONCEPTS SYSTEMS	
Registration Number:	2405304		
Registration Number:	2214786	ZERO PLUS DIALING	
Registration Number:	2399226	USBI	
Registration Number:	1789626	USBI	
Registration Number:	2405302	ZPDI	
Registration Number:	1716366	ZPDI	
Registration Number:	2479691	ICP SELECT	

OP \$490.00 2405213

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TRADEMARK  
REEL: 003690 FRAME: 0607

Registration Number:	3036175	BCPAY
Registration Number:	2829369	BC BETI
Registration Number:	3094823	EZ-WI
Registration Number:	3223632	ENABILL
Registration Number:	3325350	BC WEBEDITOR

#### CORRESPONDENCE DATA

Fax Number: (312)993-9767

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-993-2647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 233 S. Wacker Drive, Suite 5800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	042742-0004
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NAME OF SUBMITTER:	Zeynep Gieseke
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Signature:	/zg/
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Date:	01/07/2008
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#### Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 19, 2007 (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), made by BILLING CONCEPTS, INC., a Delaware Corporation (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement dated as of December 19, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BILLING SERVICES GROUP NORTH AMERICA, INC., as Borrower, CERTAIN SUBSIDIARIES OF BILLING SERVICES GROUP LIMITED, as Guarantors, the Lenders party thereto from time to time, and MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent, as Collateral Agent, as Sole Lead Arranger, as Sole Bookrunner, and as Syndication Agent, and (ii) the other Secured Parties.

### WITNESSETH:

WHEREAS, the Grantor is a party to a Pledge and Security Agreement dated as of December 19, 2007 (the "Pledge and Security Agreement") among the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Pledge and Security Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all the following property of Grantor, in each case, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of Grantor's Secured Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political

subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto;

(ii) the right to, and to obtain, all renewals thereof;

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing;

(iv) all proceeds of the foregoing, including, but not limited to, licenses, royalties, income, payments, claims and damages;

(v) general intangibles of a like nature; and

(vi) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit.

(b) Notwithstanding anything herein to the contrary, (i) Grantor shall remain liable for all obligations under and in respect of the Trademark Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any other Secured Party, (ii) Grantor shall remain liable under and each of the agreements included in the Trademark Collateral, and neither the Collateral Agent nor any other Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Trademark Security Agreement or any other document related hereto nor shall the Collateral Agent nor any other Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Trademark Collateral, and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any

number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BILLING CONCEPTS, INC.,**  
**as Grantor**

By: 

Name: Gregory M. Carter

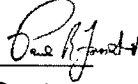
Title: President

[Signature Page to Billing Concepts Trademark Security Agreement]

Accepted and Agreed:

**MORGAN STANLEY SENIOR FUNDING, INC.,  
as Collateral Agent**

By: \_\_\_\_\_



Name: Paul Fossati

Title: ~~Managing Director~~

Paul Fossati  
Vice President  
Morgan Stanley Senior Funding Inc.

[Signature Page to Billing Concepts Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003690 FRAME: 0613**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>OWNER</b>	<b>COUNTRY/APP/REG/ NO.</b>	<b>FILING/ REG. DATE</b>	<b>DESCRIPTION (MARK)</b>	<b>NEXT SCHEDULED EXPIRATION DATE</b>
Billing Concepts, Inc.	U.S. Reg. No. 2,405,213	11/21/00	BC WEBTRACK	11/21/2010
Billing Concepts, Inc.	U.S. Reg. No. 2,219,311	01/19/99	BIC	01/19/2009
Billing Concepts, Inc.	U.S. Reg. No. 2,226,521	02/23/99	BIC	02/23/2009
Billing Concepts, Inc.	U.S. Reg. No. 2,213,269	12/22/98	BIC and Design	12/22/2008
Billing Concepts, Inc.	U.S. Reg. No. 2,321,437	02/22/00	BILLING CONCEPTS	02/22/2010
Billing Concepts, Inc.	U.S. Reg. No. 2,221,736	02/02/99	BILLING CONCEPTS	02/02/2009
Billing Concepts, Inc.	U.S. Reg. No. 2,222,916	02/09/99	BILLING CONCEPTS SYSTEMS	02/09/2009*
Billing Concepts, Inc.	U.S. Reg. No. 2,405,304	11/21/00	MISCELLANEOUS DESIGN (Oval Logo)	02/22/2009
Billing Concepts, Inc.	U.S. Reg. No. 2,214,786	12/29/98	ZERO PLUS DIALING	12/29/2008
Billing Concepts, Inc.	U.S. Reg. No. 2,399,226	10/31/00	USBI	10/31/2010
Billing Concepts, Inc.	U.S. Reg. No. 1,789,626	08/24/93	USBI and Design	08/24/2013
Billing Concepts, Inc.	U.S. Reg. No. 2,405,302	11/21/00	ZPDI	11/21/2010
Billing Concepts, Inc.	U.S. Reg. No. 1,716,366	09/15/92	ZPDI and Design	09/15/2012
Billing Concepts, Inc.	U.S. Reg. No. 2,479,691	08/21/01	ICP SELECT	08/21/2011*
Billing Concepts, Inc.	U.S. Reg. No. 3,036,175	12/27/05	BCPAY	12/27/2015
Billing Concepts, Inc.	U.S. Reg. No. 2,829,369	04/06/04	BC BETI	04/06/2014
Billing Concepts, Inc.	U.S. Reg. No. 3,094,823	05/23/06	EZ-WI	05/23/2016
Billing Concepts, Inc.	U.S. Reg. No. 3,223,632	04/03/07	ENABILL	04/03/2017
Billing Concepts, Inc.	U.S. Reg. No. 3,325,350	10/30/07	BC WEBEDITOR	10/30/2017
Billing Concepts, Inc.	Canada Reg. No. TMA528565	5/30/00	BILLING CONCEPTS	05/30/2015
Billing Concepts, Inc.	Canada Reg. No. TMA531346	8/17/00	BILLING CONCEPTS SYSTEMS	08/17/2015